

|  |  |  |  |  |                                    |  |
|--|--|--|--|--|------------------------------------|--|
| <b>SOLICITATION, OFFER AND AWARD</b>   |  |  | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b> |  | <b>Rating</b><br>DOA4              | <b>Page</b> 1 <b>of</b> 35                         |
| <b>2. Contract No.</b>   |  | <b>3. Solicitation No.</b><br>W56HZV-07-R-0361 |  | <b>4. Type of Solicitation</b><br>Negotiated (RFP) | <b>5. Date Issued</b><br>2007JUN04 | <b>6. Requisition/Purchase No.</b><br>SEE SCHEDULE |
| <b>7. Issued By</b><br>U.S. ARMY TACOM LCMC<br>AMSTA-AQ-ASGA<br>WARREN, MICHIGAN 48397-5000<br><br>HTTP://CONTRACTING.TACOM.ARMY.MIL |  |  | <b>Code</b><br>W56HZV  | <b>8. Address Offer To (If Other Than Item 7)</b>  |                                    |  |

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and** 1 signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** \_\_\_\_\_ **until** 01:00pm **(hour) local time** 2007JUL19 **(Date).**

**Caution - Late Submissions, Modifications, and Withdrawals:** See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

|                                  |   |   |
|----------------------------------|---|---|
| <b>10. For Information Call:</b> | <b>Name</b> MICHAEL CHANEY<br><b>E-mail address:</b> MICHAEL.R.CHANEY@US.ARMY.MIL | <b>Telephone No. (Include Area Code) (NO Collect Calls)</b><br>(586) 574-7634 |
|----------------------------------|---|---|

**11. Table Of Contents**

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**OFFER (Must be fully completed by offeror)**

**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within** \_\_\_\_\_ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

**14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:**

| Amendment Number | Date | Amendment Number | Date |
|------------------|------|------------------|------|
|                  |      |                  |      |
|                  |      |                  |      |

|   |             |                 |  |
|---|-------------|-----------------|--|
| <b>15A. Contractor/Offeror/Quoter</b>   | <b>Code</b> | <b>Facility</b> | <b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b> |
| <b>15B. Telephone Number (Include Area Code)</b>  |             |                 | <b>17. Signature</b>   |
| <b>15C. Check if Remittance Address is</b><br><input type="checkbox"/> <b>Different From Blk 15A-<br/>Furnish Such Address In Offer</b> |             |                 | <b>18. Offer Date</b>  |

**AWARD (To be completed by Government)**

|  |                   |  |             |
|--|-------------------|--|-------------|
| <b>19. Accepted As To Items Numbered</b>   | <b>20. Amount</b> | <b>21. Accounting And Appropriation</b>  |             |
| <b>22. Authority For Using Other Than Full And Open Competition:</b><br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( ) |                   | <b>23. Submit Invoices To Address Shown In</b><br>(4 copies unless otherwise specified)            | <b>Item</b> |
| <b>24. Administered By (If other than Item 7)</b> <b>Code</b>  |                   | <b>25. Payment Will Be Made By</b> <b>Code</b>   |             |
| <b>SCD</b> <b>PAS</b> <b>ADP PT</b>  |                   | <b>27. United States Of America</b><br><br>_____<br>/SIGNED/<br>(Signature of Contracting Officer) |             |
| <b>26. Name of Contracting Officer (Type or Print)</b>   |                   | <b>28. Award Date</b>  |             |

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

**Name of Offeror or Contractor:**

## SECTION A - SUPPLEMENTAL INFORMATION

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date in the box below:

[illegible]

[End of Clause]

|     | <u>Regulatory Cite</u> | <u>Title</u>              | <u>Date</u> |
|-----|------------------------|---------------------------|-------------|
| A-1 | 52.201-4000<br>(TACOM) | TACOM-WARREN OMBUDSPERSON | JAN/2006    |

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

|     |                        |                                     |          |
|-----|------------------------|-------------------------------------|----------|
| A-2 | 52.204-4016<br>(TACOM) | TACOM-WARREN ELECTRONIC CONTRACTING | SEP/2006 |
|-----|------------------------|-------------------------------------|----------|

(a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, normally via email or datafax. For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

(1) The proper TACOM addresses for offer submission are:

(i) RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155.

(ii) RFP and Sealed Bidding: Email your offer to: [offers@tacom.army.mil](mailto:offers@tacom.army.mil) If you datafax your proposal/bid, address your header to: [offers@tacom.army.mil](mailto:offers@tacom.army.mil) and fax to the TACOM Network fax Server at datafax number 1-586-574-5527.

(2) When datafaxing or emailing an offer, the submitted file cannot exceed 7 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing.

(3) Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids, or Offers may be sent via datafax using a personal computer or a standalone datafax machine. If you are submitting a datafax, a confirmation of receipt for TACOM-Warren will not be sent.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the

|                           |  |                            |
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**Name of Offeror or Contractor:**

Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) . If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.aptac-us.org/new/> to find a location near you.

[End of Clause]

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---------|--|----------|------|--------------|--------------|
| 0001    | <p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall furnish all the supplies and services to accomplish the tasks for the basic effort specified in Section C "Scope of Work"</p> <p>Est. Cost: \$<br/>Fixed Fee: \$<br/>Total Cost: \$</p> <p>(End of narrative A001)</p> |          |      |              | \$ _____     |
| 0002    | <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) hereinafter referred to as Exhibit A</p> <p>(End of narrative B001)</p>   |          |      | \$ ** NSP ** | \$ ** NSP ** |
| 0003    | <p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor Manpower Reporting (CMR)<br/>(Reference section C-2)</p> <p>Unit Identification Code: W4GGAA</p> <p>(End of narrative B001)</p>  |          |      | \$ ** NSP ** | \$ ** NSP ** |

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B.1 ESTIMATED COST, FIXED FEE AND PAYMENT

B.1.1 The estimated cost to the Government for performance of work under the Contract is set forth in Section B. In consideration of performance of the work specified under CLINs 0001, 0002, and 0003 the Government will pay the Contractor the Estimated Cost amount shown opposite CLIN 0001. The amount shown shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Cost", but neither the Government nor the Contractor guarantee the accuracy of said estimate.

B.1.2 The contractor will be paid the fixed fee stated in Section B under CLIN 0001 for performance of work under the contract and in accordance with the terms of the contract clause entitled Fixed Fee (March 1997), FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor's service in connection with the work required and performed under this contract.

B.1.3 Allowable costs shall be determined and payment thereof, shall be provided in accordance with the Contract Clause hereof entitled "Allowable Cost and Payment", (Dec 2002), FAR 52.216-7. Contractor may submit public vouchers every two weeks for payment under this Contract.

B.2 INSURANCE

The cost of insurance premiums is included in the overhead rate and insurance cost included herein shall not be an item for separate reimbursement under this contract.

B.3 FUNDING

B.3.1 The contractor shall notify the Government in accordance with the Contract Clause entitled "Limitation of Cost" whenever there is reason to believe that the funds allotted to this contract are either insufficient or excessive for the performance of the work required.

B.4 PAYMENT

B.4.1 The contractor may submit public vouchers biweekly for payment under this contract. The fee will be payable at the time of reimbursement of cost at the same rate to such cost as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions this contract.

\*\*\* END OF NARRATIVE B 0001 \*\*\*

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

|     | <u>Regulatory Cite</u> | <u>Title</u>          | <u>Date</u> |
|-----|------------------------|-----------------------|-------------|
| C-1 | 52.204-4003<br>(TACOM) | START OF WORK MEETING | MAY/2000    |

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

|     |                        |                                     |          |
|-----|------------------------|-------------------------------------|----------|
| C-2 | 52.237-4000<br>(TACOM) | CONTRACTOR MANPOWER REPORTING (CMR) | FEB/2007 |
|-----|------------------------|-------------------------------------|----------|

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

[End of Clause]

Scope of Work

C.1 Objective

The purpose of this effort is to develop glass-ceramics as next generation material for transparent armor. Glass ceramics can be processed like glass but have increased rigidity, significantly improving armor performance for personnel as well vehicular use. This research will leverage glass-ceramic strengthening technologies to reduce weight and thickness by 30-50%.

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## C.2 Background Note

Current military operations have highlighted the need for rapidly deployable armor systems and structures for ballistic and blast protection of military ground vehicles. Combat platforms currently under development are being designed to facilitate rapid force insertion through enhanced deployment logistics. Reduced platform weight that may be achieved through efficient structural design and careful application of advanced materials is a key goal in ongoing development initiatives.

## C.3 Description of Work/Tasks

The contractor, as an independent contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials and services to complete the efforts described in this Scope of Work. The contractor shall apply a concurrent engineering approach through which key technology disciplines will be integrated from concept initiation to prototype fabrication. In furthering this technology the contractor shall conduct the following four tasks (Items 1 through 4 below):

C.3.1 Task I: The contractor shall develop a Glass Ceramic (GC) sheet forming capability to produce thicker and larger GC sheets sufficient to support design and lamination efforts described below. The objective is to produce realistically sized samples sufficient for testing and qualification. At a minimum the sheet sizes shall be 12 inches by 12 inches with a minimum thickness of 0.4 inches.

C.3.2 Task II: The contractor shall determine design parameters that impact system level ballistic performance. These shall include: a) material combinations, e.g., GC/glass combinations, b) thickness effects, e.g., monolithic vs. multiple layers, c) interlayer effects, e.g., polymer vs. fusion bonded interfaces, d) other design alternatives such as redundant stacks with optical quality gel sandwich structures, and e) glass characteristics, e.g., effect of glass density, and elastic modulus. Contractor shall provide data and recommendations as part of interim progress reports and final report.

C.3.3 Task III: The contractor shall develop a processing system that is independent of a specific method or recipe to accommodate a range of parameters (computerized process control and tracking, and wide range of temperature and pressure inputs) required to build state-of-the-art lamination capability. The contractor shall add industrial rigor to the process by application of factory floor lessons learned for production quantities of a material versus the laboratory method (which might allow only limited numbers of samples to be produced). The contractor shall provide a plan to improve the technology aimed at reducing manufacturing time and minimizing residual glass stresses.

C.3.4 Task IV: The contractor shall provide the COR all necessary material evaluations and characterization of the glass ceramic materials developed to facilitate inclusion of such materials into the materials database used for modeling and simulation.

## C.4 Meetings

C.4.1 Start of Work - The contractor shall perform a start of work meeting at their facility within 30 days of contract award. The contractor shall coordinate and agree upon a date with the COR.

C.4.2 Interim Progress Review - The contractor shall plan and conduct an interim progress review meeting at TARDEC six (6) months after contract award. The contractor shall coordinate with the COR for an exact date within 30 days of the 6 months. The contractor shall provide project results-to-date, addressing cost, schedule and performance of the project. The contractor shall also provide a work plan for the remainder of the contract.

C.4.3 Final Review - The contractor shall plan and conduct a final review meeting within 30 days of contract expiration. The meeting will be held either at the contractors facility or at TARDEC. The purpose of the final review meeting will be to summarize the results and present data from the work performed, along with addressing significant problems that occurred throughout this work.

## C.5 Deliverables

C.5.1 Status Reports - The contractor shall provide monthly reports to the COR in accordance with CDRL exhibit A, Data Item A001, with the first report due 60 days after contract award. These reports shall discuss the technical progress and the status of work performed over the 30 day period, and the work to be performed over the next 30 day period. The reports will also include all technical data and findings for that 30 day period and discuss problems encountered along with the solutions being investigated regarding these problems. Each report shall include a budget clearly showing how funds are being spent.

C.5.2 Final Report - The contractor shall deliver one draft final report in accordance with CDRL exhibit A, Data Item A002. The final report shall summarize the work completed within the 12 month period, including all results and technical data found. The Final Report shall include a thorough description of the approaches/procedures used in the project including information regarding the fabrication, testing and materials characterization of the prototypes. The report shall include any and all technical data test results and materials characterization performed by any subcontractors. This report shall also include recommendations based on problems encountered, on what strategies/approaches should be used for future development.

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C.5.3 Prototypes or Samples - The contractor shall deliver glass sheet as developed in C.3.1 for at least fifty (50) samples of ballistic transparencies.

\*\*\* END OF NARRATIVE C 0001 \*\*\*



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SECTION D - PACKAGING AND MARKING

|     | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|-----|------------------------|--|-------------|
| D-1 | 252.211-7003           | ITEM IDENTIFICATION AND VALUATION (Alternate I version dated April 2005) | JUN/2005    |

NOTE: Paragraph (a) comes after paragraphs (b) through (d) below. It was placed there because it's content is inconsequential as none of the definitions contained therein are used in this Alternate I version of this DFARS clause.

\*\*\*\*\*

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.
- (d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

- Concatenated unique item identifier means
- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
  - (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

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Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html)

[End of Clause]

**D.1 Packaging and Packing:**

All items deliverable under this Contract shall be packaged and packed in accordance with standard commercial practice in order to assure arrival at destination without damage or loss.

**D.2 Software Marking:**

The Contractor shall ensure that all technical data deliverable under this contract is identified by the contractor's name and address and , where applicable, the name and address of the subcontractor who generated the data.

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

|     | Regulatory Cite | Title  | Date     |
|-----|-----------------|--|----------|
| E-1 | 52.246-8        | INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT | MAY/2001 |

E.1 Inspection and Acceptance

The Contracting Officer's Representative (COR) is responsible for the inspecting and accepting or rejecting all hardware, software and reports submitted by the Contractor to the Government, at destination, in accordance with the terms of the Contract.

\*\*\* END OF NARRATIVE E 0001 \*\*\*

SECTION F - DELIVERIES OR PERFORMANCE

|     | <u>Regulatory Cite</u> | <u>Title</u>                                  | <u>Date</u> |
|-----|------------------------|---|-------------|
| F-1 | 52.242-15              | STOP WORK ORDER--(ALTERNATE I dated APR 1984) | AUG/1989    |
| F-2 | 52.247-34              | F.O.B. DESTINATION                            | NOV/1991    |

F.1 Period of Performance

F.1.1 The period of performance of the contract shall be twelve (12) months from the date of award, including submission of the final technical report.

F.1.2 All data shall be delivered in accordance with DD Form 1423.

\*\*\* END OF NARRATIVE F 0001 \*\*\*

|                           |  |                      |
|---------------------------|--|----------------------|
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**Name of Offeror or Contractor:**

SECTION G - CONTRACT ADMINISTRATION DATA

|     | <u>Regulatory Cite</u> | <u>Title</u>                              | <u>Date</u> |
|-----|------------------------|---|-------------|
| G-1 | 252.232-7003           | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS | JAN/2004    |
| G-2 | 52.242-4016            | COMMUNICATIONS                            | MAY/2000    |

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Douglas Templeton

E-mail: douglas.templeton@us.army.mil

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: TBD

E-mail: TBD

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

|     |              |                                      |          |
|-----|--------------|--------------------------------------|----------|
| G-3 | 252.201-7000 | CONTRACTING OFFICER'S REPRESENTATIVE | DEC/1991 |
|-----|--------------|--------------------------------------|----------|

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

|     |              |                      |          |
|-----|--------------|----------------------|----------|
| G-4 | 252.204-7006 | BILLING INSTRUCTIONS | OCT/2005 |
|-----|--------------|----------------------|----------|

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

|     |                        |   |          |
|-----|------------------------|---|----------|
| G-5 | 52.204-4011<br>(TACOM) | PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE<br>(DFAS) | OCT/2005 |
|-----|------------------------|---|----------|

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

|     |                        |                        |          |
|-----|------------------------|------------------------|----------|
| G-6 | 52.227-4004<br>(TACOM) | RELEASE OF INFORMATION | OCT/2003 |
|-----|------------------------|------------------------|----------|

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at [http://www.usapa.army.mil/pdffiles/r360\\_1.pdf](http://www.usapa.army.mil/pdffiles/r360_1.pdf).

[End of clause]

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G-752.232-4005INVOICE INFORMATION REQUIREMENTJAN/1988

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

\*\*\*

G.1CONTRACTOR: SPECIAL BILLING INSTRUCTIONS:

G.1.1The Contractor shall bill to the six-digit Sub-Line Item Number (SLIN) level and ACRN under the four-digit Contract Line Item Number (CLIN), see Section B, for which the work effort was performed.

G.1.2If multiple SLINs exist on the same four-digit major CLIN, the Contractor shall determine which six-digit SLIN contains the oldest fiscal year money and invoice against the SLIN containing the oldest money, until fully billed.

G.1.3.To determine the fiscal year of funds, refer to the "Job Order Number" (JON) column that applies to ALL funding under the four digit CLIN, as shown in Section G - Contract Administration Data. The first digit of the JON represents the fiscal year. (For example, CLIN 0001 is funded by SLINs 000101 and 000102. If JON: 22C334 is associated with 000101 and JON: 32C205, associated with 000102, SLIN 000101 is FY 2002 funding and shall be invoiced prior to invoicing against SLIN 000102, which is FY 2003 funding.)

G.2DFAS: SPECIAL PAYMENT INSTRUCTIONS:

DFAS will make payments as billed by the contractor.

\*\*\* END OF NARRATIVE G 0001 \*\*\*

|                           |  |                      |
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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

|      | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|------|------------------------|---|-------------|
| H-1  | 252.204-7000           | DISCLOSURE OF INFORMATION   | DEC/1991    |
| H-2  | 252.204-7002           | PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED   | DEC/1991    |
| H-3  | 252.205-7000           | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS   | DEC/1991    |
| H-4  | 252.225-7001           | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM  | JUN/2005    |
| H-5  | 252.225-7002           | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS  | APR/2003    |
| H-6  | 252.225-7006           | QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES  | APR/2005    |
| H-7  | 252.225-7013           | DUTY-FREE ENTRY   | JUN/2005    |
| H-8  | 252.226-7001           | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS | SEP/2004    |
| H-9  | 252.227-7037           | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA  | SEP/1999    |
| H-10 | 252.231-7000           | SUPPLEMENTAL COST PRINCIPLES  | DEC/1991    |
| H-11 | 252.235-7011           | FINAL SCIENTIFIC OR TECHNICAL REPORT  | NOV/2004    |
| H-12 | 252.246-7000           | MATERIAL INSPECTION AND RECEIVING REPORT  | MAR/2003    |
| H-13 | 252.246-7001           | WARRANTY OF DATA  | DEC/1991    |
| H-14 | 252.227-7039           | PATENTS -- REPORTING OF SUBJECT INVENTIONS  | APR/1990    |

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

|      |             |  |          |
|------|-------------|--|----------|
| H-15 | 52.204-4005 | REQUIRED USE OF ELECTRONIC CONTRACTING | SEP/2004 |
|------|-------------|--|----------|

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>  
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnnet.pica.army.mil/dbi/DynCBD/award.cfm>  
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>  
Anniston Army Depot: <http://www.anadprocnnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or

|                           |  |                      |
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Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

H-16      52.216-4008      STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS      JUN/1989  
(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINS contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-17      52.246-4026      LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS      SEP/2006  
(TACOM)

(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: [DD250@tacom.army.mil](mailto:DD250@tacom.army.mil)

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]



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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

|      | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1  | 52.202-1               | DEFINITIONS  | JUL/2004    |
| I-2  | 52.203-3               | GRATUITIES   | APR/1984    |
| I-3  | 52.203-5               | COVENANT AGAINST CONTINGENT FEES   | APR/1984    |
| I-4  | 52.203-6               | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  | SEP/2006    |
| I-5  | 52.203-7               | ANTI-KICKBACK PROCEDURES   | JUL/1995    |
| I-6  | 52.203-8               | CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997    |
| I-7  | 52.203-10              | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997    |
| I-8  | 52.203-12              | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS   | SEP/2005    |
| I-9  | 52.204-4               | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER  | AUG/2000    |
| I-10 | 52.209-6               | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | SEP/2006    |
| I-11 | 52.211-5               | MATERIAL REQUIREMENTS  | AUG/2000    |
| I-12 | 52.211-15              | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS   | SEP/1990    |
| I-13 | 52.215-2               | AUDIT AND RECORDS - NEGOTIATIONS   | JUN/1999    |
| I-14 | 52.215-8               | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT   | OCT/1997    |
| I-15 | 52.215-10              | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA   | OCT/1997    |
| I-16 | 52.215-12              | SUBCONTRACTOR COST OR PRICING DATA   | OCT/1997    |
| I-17 | 52.215-14              | INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))   | OCT/1997    |
| I-18 | 52.215-15              | PENSION ADJUSTMENTS AND ASSET REVERSIONS   | OCT/2004    |
| I-19 | 52.215-18              | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS                                   | JUL/2005    |
| I-20 | 52.215-19              | NOTIFICATION OF OWNERSHIP CHANGES  | OCT/1997    |
| I-21 | 52.216-7               | ALLOWABLE COST AND PAYMENT   | DEC/2002    |
| I-22 | 52.216-8               | FIXED FEE  | MAR/1997    |
| I-23 | 52.219-8               | UTILIZATION OF SMALL BUSINESS CONCERNS   | MAY/2004    |
| I-24 | 52.222-1               | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES   | FEB/1997    |
| I-25 | 52.222-19              | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES   | JAN/2006    |
| I-26 | 52.222-20              | WALSH-HEALEY PUBLIC CONTRACTS ACT  | DEC/1996    |
| I-27 | 52.222-21              | PROHIBITION OF SEGREGATED FACILITIES   | FEB/1999    |
| I-28 | 52.222-26              | EQUAL OPPORTUNITY  | APR/2002    |
| I-29 | 52.222-35              | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS                | SEP/2006    |
| I-30 | 52.222-36              | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   | JUN/1998    |
| I-31 | 52.222-37              | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS                | SEP/2006    |
| I-32 | 52.222-50              | COMBATING TRAFFICING IN PERSONS  | APR/2006    |
| I-33 | 52.223-3               | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA   | JAN/1997    |
| I-34 | 52.223-6               | DRUG FREE WORKPLACE  | MAY/2001    |
| I-35 | 52.225-13              | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | FEB/2006    |
| I-36 | 52.226-1               | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES  | JUN/2000    |
| I-37 | 52.227-1               | AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)   | JUL/1995    |
| I-38 | 52.227-2               | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  | AUG/1996    |
| I-39 | 52.227-11              | PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)  | JUN/1997    |
| I-40 | 52.228-7               | INSURANCE--LIABILITY TO THIRD PERSONS  | MAR/1996    |
| I-41 | 52.232-9               | LIMITATION ON WITHHOLDING OF PAYMENTS  | APR/1984    |
| I-42 | 52.232-17              | INTEREST   | JUN/1996    |
| I-43 | 52.232-20              | LIMITATION OF COST   | APR/1984    |
| I-44 | 52.232-25              | PROMPT PAYMENT   | OCT/2003    |
| I-45 | 52.232-33              | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION  | OCT/2003    |
| I-46 | 52.232-23 (ALT 1)      | ASSIGNMENT OF CLAIMS (Alternate I version dated April 1984)  | JAN/1986    |
| I-47 | 52.233-1               | DISPUTES   | JUL/2002    |
| I-48 | 52.233-3               | PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)   | AUG/1996    |

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| I-49 | 52.233-4        | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM  | OCT/2004 |
| I-50 | 52.242-1        | NOTICE OF INTENT TO DISALLOW COSTS   | APR/1984 |
| I-51 | 52.242-3        | PENALTIES FOR UNALLOWABLE COSTS  | MAY/2001 |
| I-52 | 52.242-4        | CERTIFICATION OF INDIRECT COSTS  | JAN/1997 |
| I-53 | 52.242-13       | BANKRUPTCY   | JUL/1995 |
| I-54 | 52.243-2        | CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))   | AUG/1987 |
| I-55 | 52.244-2        | SUBCONTRACTS   | AUG/1998 |
| I-56 | 52.244-5        | COMPETITION IN SUBCONTRACTING  | DEC/1996 |
| I-57 | 52.244-6        | SUBCONTRACTS FOR COMMERCIAL ITEMS  | SEP/2006 |
| I-58 | 52.245-5        | GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)   | MAY/2004 |
| I-59 | 52.246-23       | LIMITATION OF LIABILITY  | FEB/1997 |
| I-60 | 52.249-6        | TERMINATION (COST-REIMBURSEMENT)   | MAY/2004 |
| I-61 | 52.249-14       | EXCUSABLE DELAYS   | APR/1984 |
| I-62 | 52.253-1        | COMPUTER GENERATED FORMS   | JAN/1991 |
| I-63 | 252.203-7001    | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES   | DEC/2004 |
| I-64 | 252.204-7003    | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   | APR/1992 |
| I-65 | 252.209-7004    | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98 | MAR/1998 |
| I-66 | 252.215-7000    | PRICING ADJUSTMENTS  | DEC/1991 |
| I-67 | 252.215-7002    | COST ESTIMATING SYSTEM REQUIREMENTS  | OCT/1998 |
| I-68 | 252.225-7012    | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  | JUN/2004 |
| I-69 | 252.225-7014    | PREFERENCE FOR DOMESTIC SPECIALTY METALS (Alternate I dated April 2003)  | JUN/2005 |
| I-70 | 252.225-7016    | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS   | MAR/2006 |
| I-71 | 252.225-7025    | RESTRICTION ON ACQUISITION OF FORGINGS   | JUL/2006 |
| I-72 | 252.225-7031    | SECONDARY ARAB BOYCOTT OF ISRAEL   | JUN/2005 |
| I-73 | 252.227-7013    | RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS   | NOV/1995 |
| I-74 | 252.227-7016    | RIGHTS IN BID OR PROPOSAL INFORMATION  | JUN/1995 |
| I-75 | 252.227-7017    | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS   | JUN/1995 |
| I-76 | 252.227-7030    | TECHNICAL DATA--WITHHOLDING OF PAYMENT   | MAR/2000 |
| I-77 | 252.227-7034    | PATENTS--SUBCONTRACTS  | APR/1984 |
| I-78 | 252.227-7037    | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA   | SEP/1999 |
| I-79 | 252.232-7010    | LEVIES ON CONTRACT PAYMENTS  | SEP/2005 |
| I-80 | 252.242-7004    | MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM  | NOV/2005 |
| I-81 | 252.243-7002    | REQUESTS FOR EQUITABLE ADJUSTMENT  | MAR/1998 |
| I-82 | 252.244-7000    | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)  | NOV/2005 |
| I-83 | 252.247-7023    | TRANSPORTATION OF SUPPLIES BY SEA  | MAY/2002 |
| I-84 | 52.222-2        | PAYMENT FOR OVERTIME PREMIUMS  | JUL/1990 |

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed "AMOUNT TO BE NEGOTIATED" or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other

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Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-85 52.223-7 NOTICE OF RADIOACTIVE MATERIALS JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

I-86 52.204-7 CENTRAL CONTRACTOR REGISTRATION JUL/2006

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR

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database;

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

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(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.  
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I-87                      52.222-39                      NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR                      DEC/2004  
FEES

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

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To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov> .

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

I-88

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the

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extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

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| I-89 | 52.252-6 | AUTHORIZED DEVIATIONS IN CLAUSES | APR/1984 |
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(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

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| I-90 | 252.223-7001 | HAZARD WARNING LABELS | DEC/1991 |
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(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)

ACT

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

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| I-91 | 252.225-7015 | RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS | JUN/2005 |
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Hand or measuring tools delivered under this contract shall be produced in the United States or its outlying areas.

[End of Clause]

I-92                      52.204-4009                      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION                      MAR/2005  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:  
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-93                      52.219-4070                      PILOT MENTOR-PROTEGE PROGRAM                      APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor\\_protege/](http://www.acq.osd.mil/sadbu/mentor_protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]



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SECTION J - LIST OF ATTACHMENTS

| List of<br>Addenda | Title  | Date | Number<br>of Pages | Transmitted By |
|--------------------|--|------|--------------------|----------------|
| Exhibit A          | CONTRACT DATA REQUIRMENTS LIST (CDRL) (DD FORM 1423) |      |                    |                |

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| K-1 | 252.209-7001           | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY | SEP/2004    |
| K-2 | 252.227-7028           | TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT  | JUN/1995    |
| K-3 | 52.204-8               | ANNUAL REPRESENTATIONS AND CERTIFICATIONS                                   | JAN/2006    |

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 327212.

(2) The small business size standard is 750.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

|                   |              |             |               |
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| <u>FAR Clause</u> | <u>Title</u> | <u>Date</u> | <u>Change</u> |
|-------------------|--------------|-------------|---------------|

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

[End of Provision]

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| K-4 | 52.225-18 | PLACE OF MANUFACTURE | SEP/2006 |
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(a) Definitions. As used in this clause

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

(End of provision)

K-5                      52.230-7                      PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES                      APR/2005

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

[End of Provision]

K-6                      252.225-7000                      BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE                      JUN/2005

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

| Line Item Number | Country of Origin |
|------------------|-------------------|
| _____            | _____             |
| _____            | _____             |

(3) The following end products are other foreign end products:

| Line Item Number | Country of Origin (If known) |
|------------------|------------------------------|
| _____            | _____                        |

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|--------------------------------|---|---------------|
| Name of Offeror or Contractor: |   |               |

[End of Provision]

K-7 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER MAY/1995

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the \_\_\_\_\_ (name of contracting agency(ies)) under Contract No. \_\_\_\_\_ (Contracting agency(ies) contract number(s)) \_\_\_\_\_.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the \_\_\_\_\_ (name of contracting agency(ies)) \_\_\_\_\_.

(End of clause)

K-8 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

[ ] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[ ] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-9 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001  
(TACOM)

(a) If you have a data fax number, please provide it below.

\_\_\_\_\_

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

\_\_\_\_\_

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website: <http://www.ccr.gov/>

\_\_\_\_\_

[End of Provision]

K-10 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998  
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

| PERSONS AUTHORIZED TO NEGOTIATE |       |                  |
|---------------------------------|-------|------------------|
| NAME                            | TITLE | TELEPHONE NUMBER |
|                                 |       |                  |
|                                 |       |                  |
| [End of Provision]              |       |                  |

K-1152.223-4002USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)DEC/1993

(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i)chlorofluorocarbon-11 (CFC-11)
- (ii)chlorofluorocarbon-12 (CFC-12)
- (iii)chlorofluorocarbon-13 (CFC-13)
- (iv)chlorofluorocarbon-111 (CFC-111)
- (v)chlorofluorocarbon-112 (CFC-112)
- (vi)chlorofluorocarbon-113 (CFC-113)
- (vii)chlorofluorocarbon-114 (CFC-114)
- (viii)chlorofluorocarbon-115 (CFC-115)
- (ix)chlorofluorocarbon-211 (CFC-211)
- (x)chlorofluorocarbon-212 (CFC-212)
- (xi)chlorofluorocarbon-213 (CFC-213)
- (xii)chlorofluorocarbon-214 (CFC-214)
- (xiii)chlorofluorocarbon-215 (CFC-215)
- (xiv)chlorofluorocarbon-216 (CFC-216)
- (xv)chlorofluorocarbon-217 (CFC-217)
- (xvi)halon-1211
- (xvii)halon-1301
- (xviii)halon-2402
- (xix)carbon tetrachloride
- (xx)methyl chloroform
- (xxi)Methyl bromide
- (xxii)hydrobromofluorocarbons (HBFCs)
- (xxiii)All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

|                                       |  |                      |
|---------------------------------------|--|----------------------|
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| <b>Name of Offeror or Contractor:</b> |  |                      |

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- [ ] have
- [ ] have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

| <u>Spec/Standard</u> | <u>Required CIODS</u> | <u>Substitute Available?</u> |
|----------------------|-----------------------|------------------------------|
| _____                | _____                 | _____                        |
| _____                | _____                 | _____                        |

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- [ ] have
- [ ] have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

| <u>Spec/Standard</u> | <u>Required CIODS</u> | <u>Substitute Available?</u> |
|----------------------|-----------------------|------------------------------|
| _____                | _____                 | _____                        |
| _____                | _____                 | _____                        |

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

|                           |  |                             |
|---------------------------|--|-----------------------------|
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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| L-1 | 52.211-2               | AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L | JAN/2006    |
| L-2 | 52.214-34              | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE  | APR/1991    |
| L-3 | 52.214-35              | SUBMISSION OF OFFERS IN U.S. CURRENCY   | APR/1991    |
| L-4 | 52.215-1               | INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS (ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997))   | JAN/2004    |
| L-5 | 52.215-16              | FACILITIES CAPITAL COST OF MONEY  | OCT/1997    |
| L-6 | 252.204-7001           | COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING  | AUG/1999    |
| L-7 | 52.215-20              | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III, OCT 1997)  | OCT/1997    |

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR

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15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media:  
<http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

[End of Provision]

|     |          |                  |          |
|-----|----------|------------------|----------|
| L-8 | 52.216-1 | TYPE OF CONTRACT | APR/1984 |
|-----|----------|------------------|----------|

The Government contemplates award of a Cost Plus Fixed Fee contract resulting from this solicitation.

(End of provision)

|     |          |  |          |
|-----|----------|--|----------|
| L-9 | 52.211-1 | AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 | AUG/1998 |
|-----|----------|--|----------|

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza SW  
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

[End of Provision]

|      |           |                                       |          |
|------|-----------|---------------------------------------|----------|
| L-10 | 52.214-35 | SUBMISSION OF OFFERS IN U.S. CURRENCY | APR/1991 |
|------|-----------|---------------------------------------|----------|

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(end of provision).

|      |          |                    |          |
|------|----------|--------------------|----------|
| L-11 | 52.233-2 | SERVICE OF PROTEST | AUG/1996 |
|------|----------|--------------------|----------|

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

|                                     |    |  |
|-------------------------------------|----|--|
| USA TACOM-LCMC                      |    | HQ, Army Materiel Command                |
| ATTN: AMSTA-AQ (Acquisition Center) | or | Office of Command Counsel                |
| (Protest Coordinator)               |    | ATTN: AMCCC-PL                           |
| Warren, MI 48397-5000               |    | 9301 Chapek Road, Rm 2-1SE3401           |
|                                     |    | Ft. Belvoir, VA 22060                    |
|                                     |    | Facsimile number (703) 806-8866/806-8875 |



|                                       |  |                      |
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The AMC-Level protest procedures are found at: [www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html).

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-12      52.233-4001      HQ-AMC LEVEL PROTEST PROCEDURES      OCT/2006  
(TACOM)

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

(1) The contracting officer designated in the solicitation for resolution of protests, or,

(2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

(1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Road, Rm 2-1SE3401  
Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:

[http://www.amc.army.mil:8765/cs.html?url=http%3A//www.amc.army.mil/amc/command\\_counsel/protestlink.htm&gt=bid+protest&col=hgamc&n=1](http://www.amc.army.mil:8765/cs.html?url=http%3A//www.amc.army.mil/amc/command_counsel/protestlink.htm&gt=bid+protest&col=hgamc&n=1)

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

|  |  |   |
|--|--|---|
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|--|--|---|

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(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

|      |             |   |          |
|------|-------------|---|----------|
| L-13 | 52.215-4003 | HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES | DEC/2002 |
|      | (TACOM)     | (NON-US POSTAL SERVICE MAIL)  |          |

(a) Handcarried offers shall be addressed to:

US Army Tank-automotive and Armaments Command  
Acquisition Center  
Bid Lobby - Building 231, AMSTA-AQ-AMAD  
East 11 Mile Road  
Warren, MI. 48397-0001

(b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

(c) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(d) Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.

(e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that

|                           |  |                      |
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the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

- (f) Packages must be delivered to Building 249 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-14      52.215-4004      COST OR PRICING DATA      SEP/2005

(a) Every proposal must include cost or pricing data for (i) prime contracts expected to exceed \$550,000 and (ii) each prospective noncompetitive or noncommercial-item subcontract that:

- (1) Has an estimated value of \$10 million or more, or
- (2) Has an estimated value of more than \$550,000 and is more than 10% of the total contract price.

(b) In order to meet this requirement, you must include a certificate of current cost or pricing data, in the format specified in 15.406-2 (see paragraph (d) below).

- (c) Data shall be submitted in the format indicated in Table 15-2 of FAR 15.408(m).

(1) Address both (i) the basic contractual quantities identified in Section B of this solicitation, and (ii) any applicable option quantity identified in Section H of this solicitation.

- (2) For required subcontractor cost or pricing data:

(i) Clearly identify the sub-contracted scope of work and its relation to the total proposal, and

(ii) Include (or forward to the Procuring Contracting Officer (PCO) when first available) complete documentation of the subcontract proposal audit, analysis, evaluation, and negotiation.

(3) Concurrently furnish the complete package of information to the cognizant Defense Contract Management Area Operation (DCMC) and Defense Contract Audit Agency (DCAA) offices. You are also responsible for submitting all required subcontractor cost or pricing data to each of these three Government offices (or for ensuring that subcontractors forward their data directly).

(d) Certificate of Current Cost or Pricing Data. As soon as practicable after contract price agreement, you will furnish a Certificate of Current Cost or Pricing Data for the prime contract and each subcontract identified above.

[End of Provision]

L-15      52.215-4404      DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY      MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

CONTRACT DATA REPORTING LIST (DD Form 1423)

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for retrieving instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract No. listed in Block E.

A. CONTRACT LINE ITEM NO.:  
B. EXHIBIT.....: A  
C. CATEGORY.....:  
D. SYSTEM/ITEM.....: Glass Ceramic Armor  
E. CONTRACT NO.....: W56HZV-07-R-0361  
F. CONTRACTOR.....: Corning, Inc.

1. DATA ITEM NO.....: A001  
2. TITLE OF DATA ITEM....: Contractor's Progress, Status, and Management Report  
3. SUBTITLE.....: Status Reports  
4. AUTHORITY.....: DI-MGMT 80227  
5. CONTRACT REFERENCES...: Section C.5.1  
6. REQUIRING OFFICE.....: AMSRD-TAR-D  
9. DIST. STATEMENT REQUIRED:  
12. DATE OF FIRST SUB:  
7. DD250 REQ.....:  
10. FREQUENCY: See Block 16  
13. DATE OF SUBS. SUB:  
8. APP CODE.....:  
11. AS OF DATE: See Block 16

| 14. DISTRIBUTION   | A. ADDRESSES | B. COPIES: | DRAFT | FINAL |
|--|--------------|------------|-------|-------|
| Mr. Douglas Templeton, Contracting Officer's Representative (COR), E-mail: templetd@tacom.army.mil |              |            |       | 1     |
| Mr. Michael Chaney, Contract Specialist, E-mail: michael.r.chaney@tacom.army.mil                   |              |            |       | 1     |
| Cognizant Administrative Contracting Officer, E-mail: TBD  |              |            |       | 1     |
|  |              | 15. TOTAL: |       | 1*    |

\* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to the individuals above, and the cognizant ACO e-mail addresses.

16. REMARKS:

The contractor shall submit monthly status reports in accordance with C.5.1. The first report shall be due 60 days after contract award.

17. PRICE GROUP:  
18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.....: A002  
2. TITLE OF DATA ITEM....: Final Report  
3. SUBTITLE.....:  
4. AUTHORITY.....: DI-MISC 80711A  
5. CONTRACT REFERENCES...: Section C.5.2  
6. REQUIRING OFFICE.....: AMSRD-TAR-D  
9. DIST. STATEMENT REQUIRED: C  
12. DATE OF FIRST SUB:  
7. DD250 REQ.....:  
10. FREQUENCY: See Block 16  
13. DATE OF SUBS. SUB:  
8. APP CODE.....:  
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| Mr. Douglas Templeton, Contracting Officer's Representative (COR), E-mail: templetd@tacom.army.mil |              |            |       | 1     |

Mr. Michael Chaney, Contract Specialist, E-mail: michael.r.chaney@tacom.army.mil 1  
Cognizant Administrative Contracting Officer, E-mail: TBD 1

15. TOTAL: 1 1\*

\* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to the individuals above, and the cognizant ACO e-mail addresses.

16. REMARKS:

The contractor shall submit one (1) draft final report thirty (30) days prior to contract expiration. The draft final report will be reviewed by the COR for possible changes or suggestions and shall be returned to the contractor within fifteen (15) calendar days. The contractor has 15 days to deliver one (1) final report after government (COR) approval of the draft final report.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

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\*\*\*\*\* THE FOLLOWING INSTRUCTION APPLIES TO ALL REPORTS DELIVERABLE UNDER THIS CONTRACT \*\*\*\*\*

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Prepare the reports in Contractor format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft\* Office XP or Microsoft\* Office 2002 & lower Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print or scan images of spreadsheets are not acceptable. Please see security note below for caution regarding use of macros.

(2) Files in Adobe PDF (Portable Document Format). When scanning documents, scanner should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language) Format. HTML documents must not contain active links to Internet websites or web pages for reference information. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten (10) calendar days before the draft report's due date. All alternate methods must be at no cost to the Government.

(5) Please note that we can no longer accept .zip files due to increasing security concerns.

NOTE. Macros: The virus scanning software used by our e-mail systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an e-mail message or an e-mail attachment may cause the e-mail report to be quarantined.

d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, another acceptable media is a 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Previously "zipped" files were accepted, but due to security concerns these zipped attachments cannot be received through our mail system. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 650 MEGABYTE CD ROM delivered via U.S. Mail or other carrier. The Contractor shall label all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number.

NOTE: Please select only one type of electronic media to transmit each report. For instance, do not submit a report via e-mail

and CD-ROM.

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